

AFTER RECORDING MAIL TO:
Bettilyon Realty Company
445 East Second South
Salt Lake City, Utah 84111

Recorded APR 20 1976 at 2:59 p.m.
Request of GARY A. WESTON
KATHLEEN DIXON, Recorder
Salt Lake County, Utah
By Russell [Signature]

2806459

AGREEMENT

REF.

THIS AGREEMENT, made the day and year as hereinafter given by and between RIVERSIDE INVESTMENT MANAGEMENT, a general partnership, hereinafter called "Riverside", and BETTILYON REALTY COMPANY, a Utah corporation, and A. KYLE BETTILYON and LAEL C. BETTILYON, his wife, hereinafter collectively called "Bettilyons";

WITNESSETH:

WHEREAS, on date hereof Riverside did sell and convey to Adello Scapicchi and Roger Ballard certain real property situate at approximately 2250 South Redwood Road, City of Salt Lake, County of Salt Lake, State of Utah, and which property has on date hereof been subsequently conveyed to Bettilyons from the said Adello Scapicchi and Roger Ballard, and which real property is more particularly described as follows, to-wit:

Beginning at a point on the West line of Redwood Road, said point being North 00° 02' 35" East 1270.70 feet and North 89° 57' 25" West 50.0 feet from the Salt Lake County Survey Monument at the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00° 02' 35" East 212.78 feet along said West line of Redwood Road to the South right-of-way line of the 2100 South freeway exit ramp; thence South 88° 42' 10" West 149.00 feet along said South right-of-way line; thence Northwesterly 145.587 feet along said South right-of-way line, around a 310.0 foot radius curve to the right (chord bears North 77° 50' 35" East 144.253 feet); thence South 00° 02' 35" West 239.567 feet; thence South 89° 57' 25" East 290.00 feet to the point of beginning. Contains 1.430 acres.

RIGHT-OF-WAY ONE:

TOGETHER with a 25.0 foot wide right-of-way described as follows: Beginning at a point on the West line of Redwood Road, said point being North 00° 02' 35" East 1245.70 feet and North 89° 57' 25" West 50.0 feet from the Salt Lake County Survey Monument at the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89° 57' 25" West 325.0 feet; thence North 00° 02' 35" East 13.0 feet; thence North 89° 57' 25" West 190.138 feet to the East line of the proposed 1800 West Street;

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thence North 25.0 feet along said East line; thence South 89° 57' 25" East 225.157 feet; thence South 00° 02' 35" West 13.0 feet; thence South 89° 57' 25" East 290.0 feet to the East line of said Redwood Road; thence South 00° 02' 35" West 25.0 feet to the point of beginning.

RIGHT-OF-WAY TWO:

ALSO TOGETHER with a right-of-way over the following: Beginning at a point on the North line of 2320 South Street, said point being North 00° 02' 35" East 883.70 feet and North 89° 57' 25" West 200.0 feet from the Salt Lake County Monument at the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence Northwesterly 20.0 feet around a 527.65 foot radius curve to the right (chord bears North 88° 52' 15" West 20.0 feet); thence North 00° 02' 35" East 64.62 feet; thence South 89° 57' 25" East 20.00 feet; thence North 00° 02' 35" East 187.00 feet; thence South 89° 57' 25" East 20.00 feet; thence North 00° 02' 35" East 110.00 feet; thence South 89° 57' 25" East 24.00 feet; thence North 00° 02' 35" West 110.00 feet; thence South 89° 57' 25" East 47.00 feet; thence North 00° 02' 35" East 110.00 feet; thence South 89° 57' 25" East 24.00 feet; thence South 00° 02' 35" West 110.00 feet; thence South 89° 57' 25" East 35.00 feet; thence South 00° 02' 35" West 25.00 feet; thence North 89° 57' 25" West 35.00 feet; thence South 00° 02' 35" West 227.00 feet; thence North 89° 57' 25" West 24.00 feet; thence North 00° 02' 35" East 227.00 feet; thence North 89° 57' 25" West 71.00 feet; thence South 00° 02' 35" West 182.00 feet; thence North 89° 57' 25" West 20.00 feet; thence South 00° 02' 35" West 45.00 feet to the point of beginning.

WHEREAS, as partial consideration of the said sale and conveyances of the hereinabove described property, it was intended and desired by the parties thereto that Riverside and Bettilyons should agree in writing as to the installation, use and maintenance of water lines and right-of-ways and for the payment of real property taxes assessed against the parcel for the calendar year, 1976.

NOW, THEREFORE, in partial consideration of the said sale and purchase of the hereinabove described property, and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Bettilyons may, at their election and their expense, extend and connect onto the water line and the sewer line currently extending from 2320 South Street, Northerly across Riverside's property to a point situate to the South of the hereinabove described parcel. Bettilyons shall, at their expense, make all necessary arrangements with the Chesterfield

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Improvement District and any other appropriate governmental agencies necessary to meter the flow of water used by Bettilyons at the subject property and shall make payment of all connection fees and charges incident thereto. Neither Riverside nor its successors in interest shall permit there to be made any connections to the water line other than those which currently exist or are made by Bettilyons pursuant to the terms of this agreement and shall not permit use of any portion of the water flowing through said lines other than by Bettilyons and current users thereof, it being agreed that all current users shall be restricted to a connection and hookup permitting the current volume of flow.

2. Bettilyons or their successors shall at an appropriate time during the course of construction of improvements upon the hereinabove described parcel, complete or cause to be completed the laying of asphalt ~~and making of any other necessary improvements~~ RD in the right-of-way hereinabove identified as Right-of-Way One. Upon completion of said work, and upon receipt of billing from Bettilyons, Riverside shall make reimbursement and payment to Bettilyons for the total cost of such work upon the Westerly most 225.167 feet of said right-of-way and of one half (1/2) of the cost of such work to the Easterly most 290 feet of said right-of-way. Thereafter, said right-of-way shall be maintained by Riverside or its successors in a good and proper state of repair and at its cost and expense, except that Bettilyons shall make reimbursement and payment to Riverside of one half (1/2) of the cost of maintenance of the Easterly most 290 feet of said right-of-way.

3. That Riverside or its successors shall within a reasonable time hereafter, complete or cause to be completed the asphaltting ~~and the making of any other necessary improvements~~ RD of the right-of-way hereinabove described as Right-of-Way Two, and shall maintain said right-of-way in a good and proper state of repair, all at its sole cost and expense.

4. That the real property taxes assessed against the hereinabove parcel for the calendar year 1976, have been assessed by Salt Lake County against such parcel and other property currently owned by Riverside. 1976 taxes accruing and assessed against the subject parcel shall

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be prorated between the parties and paid when due, with Riverside paying that prorata share of the taxes accruing between January 1, 1976, and date hereof, and the balance of said taxes assessed against said parcel being paid by Bettilyons. The taxes assessed against the hereinabove described right-of-ways shall be paid by Riverside.

5. That this agreement and terms hereof shall be binding upon the parties hereto and their heirs, administrators, assigns and successors in interest, and should either party default in the performance of its obligations hereunder, said party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise and accrue from enforcing this agreement or in pursuing any remedy provided by law.

DATED this 2 day of APRIL, 1976.

RIVERSIDE INVESTMENT MANAGEMENT,
a partnership

BY: Ronald W. Currie
Ronald W. Currie
General Partner

BY: Samuelson Bros., a partnership
General Partner

BY: Wayne Ratkovich
Wayne Ratkovich
General Partner

BY: Jack D. Samuelson
Jack D. Samuelson
General Partner

BY: Robert A. Samuelson
Robert A. Samuelson
General Partner

BETTILYON REALTY COMPANY,
a corporation

BY: A. Kyle Bettilyon
A. Kyle Bettilyon, President

A. Kyle Bettilyon
A. Kyle Bettilyon

Lael C. Bettilyon
Lael C. Bettilyon

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STATE OF CALIFORNIA)
 : ss.
COUNTY OF LOS ANGELES)

On the 2nd day of April, 1976,
personally appeared before me, WAYNE RATKOVICH, who being by me
duly sworn did say, that he is a general partner of RIVERSIDE INVEST-
MENT MANAGEMENT, a general partnership, and said WAYNE RAT-
KOVICH duly acknowledged to me that said instrument was signed by him
in behalf of said partnership and that said partnership executed the same.

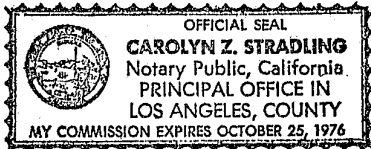


Carolyn Z. Stradling
Notary Public

My commission expires: Oct. 25, 1976 Residing at Los Angeles

STATE OF CALIFORNIA)
 : ss.
COUNTY OF LOS ANGELES)

On the 2nd day of April, 1976,
personally appeared before me, RONALD W. CURRIE, who being by me
duly sworn did say, that he is a general partner of RIVERSIDE INVEST-
MENT MANAGEMENT, a general partnership, and said RONALD W.
CURRIE duly acknowledged to me that said instrument was signed by him
in behalf of said partnership and that said partnership executed the same.



Carolyn Z. Stradling
Notary Public

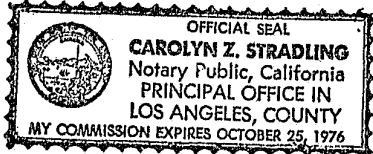
My commission expires: Oct. 25, 1976 Residing at Los Angeles

STATE OF CALIFORNIA)
 : ss.
COUNTY OF LOS ANGELES)

On the 2nd day of April, 1976,
personally appeared before me JACK D. SAMUELSON and ROBERT A.
SAMUELSON, each of whom duly acknowledged to me that he executed the
foregoing instrument as a general partner in SAMUELSON BROS., and
that said SAMUELSON BROS., is a general partner of RIVERSIDE

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INVESTMENT MANAGEMENT, and that said instrument was signed by them, and each of them, in behalf of SAMUELSON BROS., a partnership, and that said instrument was executed by SAMUELSON BROS., as a general partner of RIVERSIDE INVESTMENT MANAGEMENT, a general partnership.



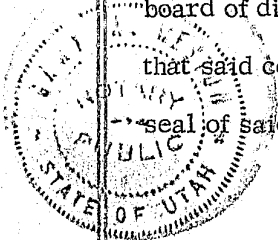
Carolyn Z. Stradling
Notary Public

My commission expires: Oct. 25, 1976 Residing at: Los Angeles

(Corporate Seal)

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 26th day of March, 1976, A.D., personally appeared before me A. Kyle Bettilyon who being by me duly sworn did say, that he, the said A. Kyle Bettilyon is the President of BETTILYON REALTY COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said A. Kyle Bettilyon duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

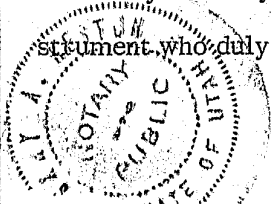


[Signature]
Notary Public

My commission expires: July 16, 1978. Residing at: Murray, Utah.

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 26th day of March, 1976, personally appeared before me A. Kyle Bettilyon and Lael C. Bettilyon, the signers of the within instrument who duly acknowledged to me that they executed the same.



[Signature]
Notary Public

My commission expires: July 16, 1978. Residing at: Murray, Utah.

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